

Cooperative Association of Pristina Employees (CAPE)

August 6, 2011

To All Prospective Offerors:

This is an Invitation to Tender for a licensing agreement for operation of cafeteria services at the United States Embassy Pristina (USEP) under the direction of the Board of Directors of the Cooperative Association of Pristina Employees (CAPE). This includes:

1. The proposed Licensing Agreement, which would be executed between CAPE and the selected operator. That Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement

Exhibit B - Licensors-Furnished Property

Exhibit C - Holiday Schedule

2. Instructions for Tender Preparation as well as the methodology to be used by CAPE in evaluation of tenders and for award of the Licensing Agreement.

Tender Submission and Due Date

All tenders must be submitted by e-mail to CAPE@state.gov NOT LATER THAN **Tuesday, August 23, 2011, 17:00h**. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.

Points of Contact

Direct all questions regarding this Invitation for Tenders to the CAPE Board of Directors at CAPE@state.gov.

There will be a site visit and a conference that will allow interested parties the opportunity to pose any questions they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit and conference will be held on **Tuesday, August 16, 2011 at 17:00h**. You must pre-register to attend by **Friday, August 12th at 12:00h** by sending an e-mail to CAPE@state.gov with subject line "Registration for Site Visit." Please include the full name and Kosovo ID# of the representative who will attend so that we can register you for admission at our front gate. Questions regarding this Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,

CAPE Board of Directors

PROPOSED LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensors. For the purposes of this agreement, **CAPE** is the Licensors and _____ is the Licensee. The term “parties” means the Licensors and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensors under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

II. PERIOD OF AGREEMENT

A. Initial Period of Agreement. This Agreement is effective thirty (30) calendar days after the date of signature by the Licensing Officer and shall end one (1) year later.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

III. SPECIFICS OF CAFETERIA OPERATIONS

Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

IV. LICENSOR PERSONNEL

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensors to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensors’ Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensors’ principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensors’ Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee’s work. The Embassy Health Unit or the

Regional Medical Officer will provide health inspection of the facilities. The GSO will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Embassy Health Unit or the Regional Medical Officer, the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this

Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

VII. TERMS OF AGREEMENT

A. General. Exhibit A sets forth several reports which the Licensee is required to submit to the Licensor.

B. Rent, Utilities and Licensor-Furnished Property. The Licensee shall pay rent of 300 Euros per month for the facilities to the Licensor for utilities or use of Licensor-furnished property as a result of services provided under this Agreement. See Section VIII below for potential liability on the part of the Licensee due to damage to property.

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

A. Security Access to Property.

The Licensor reserves the right to deny access to USEP-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before they begin work.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the USEP. Licensee employees must use politeness and courtesy when dealing with USEP personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law.

Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The

Licensee expressly agrees to indemnify and to save the Licensors, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensors, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensors, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of USEP Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to USEP buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensors, as directed by the Licensing Officer.

F. Licensors-Furnished Property.

(1) The Licensors shall provide the property described in Exhibit B to this Agreement.

Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensors-owned equipment listed in Exhibit B.

(2) Title to all Licensors-Furnished property shall remain with the Licensors. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensors shall maintain the official property control records of all Licensors-Furnished property.

(4) Upon taking delivery of the Licensors-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the USEP official at one level above the Licensing Officer. That official's ruling shall be considered final for both parties.

LIST OF EXHIBITS

EXHIBIT A:

Performance Required under the Licensing Agreement

EXHIBIT B:

Licensor-Furnished Property

EXHIBIT C:

Holiday Schedule

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of the over **400** American and Local employees of the US Embassy Pristina.

The Licensors shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located at the *Nirvana* building and consists of a dining room and a food preparation area. The dining room is approximately **47.5** square meters. The food preparation area consists of a kitchen, pantry, and lavatory. The food preparation area is approximately **13.8** square meters.

B. Seating. Seating is available for **32** persons in the dining room. There is also an outdoor patio which can be enclosed in winter. Seating on the patio is available for approximately **40** additional persons. All seating is non-smoking during the busiest mealtimes. A separate outdoor smoking seating area way from the patio is available for an additional **10** persons.

C. Performance History. Lunch and breakfast specials make up the greatest share of sales. CAPE believes a varied menu serving food for both American and Kosovar patrons will attract a larger clientele. It is possible to keep the facility open regularly until 7PM for dinner service and even later for very occasional special evening events.

III. HOURS OF SERVICE

A. Schedule. Regular service is required *from 7:00am to 5:00pm, Monday-Friday*. The Cafeteria will be closed on official USEP holidays. The holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensors may change the hours and days of operation to be consistent with changes in USEP policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the USEP to cater evening meals, weekend events, luncheons, and special events. All events held on the USEP compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the USEP while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the USEP. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables, chairs and tablecloths (for indoor service) are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the USEP to guests and employees. Space, facilities, and equipment provided by the USEP must be consistently maintained in optimum condition and appearance. Staff must have strong English speaking skills in vocabulary relevant to restaurant service.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable, realistic, market prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias. This includes American foods, local foods, a children's menu, a diet menu (low fat, calorie, sodium and counted calorie content) and perhaps some special needs foods for allergies (such as gluten-free foods). The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter and on all tables. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. The menu will be publicly visible via the CAPE website.

(2) If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for

the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will:

- (1) approve the increase,
- (2) recommend an increase of a specific lesser amount, or
- (3) deny any increase.

If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee.

The Licensee provides all required equipment, flatware, china and glasses. Exhibit B provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, which ever is more frequent. The result of these exams will be given to

the Embassy Health Unit or Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

- (a) Chest x-ray
- (b) Exam of:
 - Mouth,
 - Lungs,
 - Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

F. Personnel and Supervision.

- (1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation. Staff must have strong English speaking skills in vocabulary relevant to restaurant service.
- (2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/USEP and is not entitled to any rights nor benefits of the Licensor/USEP.
- (3) Licensee employees must be approved by USEP security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the USEP.
- (4) The Licensee shall employ a full-time manager unless the Licensee is an individual.
- (5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.
- (6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.
- (7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the General Services office as lost and found items.

G. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the USEP's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the GSO the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The GSO may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services, sweeping and mopping on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule and document that cleaning has occurred with the use of a posted chart. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Rooms

(1) Daily and After Each Meal

Floors, furniture (excluding the tables) and washroom should be cleaned once a day or more often as needed.

Food serving area and table tops should be cleaned (and tablecloths replaced with clean, as appropriate) after breakfast, after lunch and at close of business, or more often as needed.

(b) Kitchens

(1) Daily and After each Meal:

Food service preparation area: Clean and sanitize after every meal.

Cookers: Clean after each meal.

Small appliances: Clean and sanitize after each use.

Pots and Pans: Clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize floors daily.

Freezers: Clean and sanitize floors daily.

Patio: Clean with the water hose before or after regular working hours.

(3) Weekly:

Windows: Clean weekly.

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.

Freezers: Clean and sanitize shelves weekly.

(4) Monthly:

Exhaust system for cooker: Check and clean at a minimum once each month.

Freezers: Clean and sanitize walls once each month.

Chillers: Clean and sanitize walls once each month.

(5) Quarterly.

Strip and wax all resilient tiles.

(6) Semi-annually.

Perform cleaning of exhaust pipes.

Clean the tile walls in kitchen and dining areas.
Clean all fans and ventilators.

(7) Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, USEP employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the GSO immediately.

N. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the GSO and the Regional Security Officer.

O. Billing Procedures. Patrons will pay in either Euros or in Dollars, or in some sort of "loyalty" card. The USEP will make no payments to the Licensee. The Licensee must also have a system for accepting food orders by phone, text or e-mail to have food awaiting pickup for eat-in or carry-out.

P. Inventories.

The Licensee will be asked to sign for the inventory of the Licensor-provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for **12 months** the right to establish, manage, and operate a cafeteria in the USEP to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

VII. RESTRICTIONS

A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of USEP employees. The Licensor may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on USEP holidays. Exhibit C provides a listing of scheduled American holidays & Local Holidays.

D. Facilities. The physical facilities within the USEP shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the USEP daily.

VIII. BREAKFAST VOUCHERS

CAPE shall provide breakfast vouchers for its TDY visitors, costs of which are to be covered by CAPE's TDY budget.

CAPE TDY visitors, upon arrival shall be provided with breakfast vouchers to be redeemed at Uncle Sam's cafe. The vouchers shall include the valid date and the names of the person issued for and are to be used only by the authorized person. TDY visitors shall submit breakfast vouchers to Uncle Sam's in exchange for a breakfast meal which shall include a main course from the breakfast meal menu, and a drink (soft drink, coffee or tea).

Uncle Sam's shall invoice CAPE for the breakfast costs on a weekly basis, with the vouchers as supporting documentation. Payment of the total invoices by CAPE to Licensee shall be carried out once per month.

IX. DEFINITIONS

The following definitions pertain to this Agreement.

- A. United States Embassy Pristina is interchangeable with "USEP."
- B. Dining Room Advisory Committee: A committee of USEP employees formed to represent staff food service interests. This is the CAPE Board of Directors.
- C. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings. This is the CAPE General Manager.
- D. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the USEP. "Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.
- E. RSO: Regional Security Office of the USEP.
- F. GSO: General Services Office of the USEP.
- G. RMO: Regional Medical Office of the USEP or the Embassy Health Unit.

Any of these may conduct regular or random inspections of the cafeteria, its services and its products. The Licensee and the CAPE General Manager will meet at least monthly to discuss services and operations.

EXHIBIT B

LICENSOR-FURNISHED PROPERTY

Item	Quantity
Table, Dining, Kitchen	10
Chair, Dining, Kitchen	36
Bookcase, Small, Wood	1
Umbrella, Big	7
Table, Patio, Wood, Folding	1
Bench, Wood	2
Bench, Wood/Metal	1
Table, Patio, Wood/Metal	1
Air Conditioner	4
Freezer	1
Ice Maker	1
Refrigerator	1
Commercial Refrigerator	1
Refrigerated Equipment Stand	1
Refrigerated Work Table	2
Commercial Kitchen Griddle	1
Range Hood with Exhaust Fan	1
Pizza Oven	1
Microwave Oven	1
Dishwasher	1
Water Distiller	1
Water Filter	1
Food Chopper	1
Blender	1
Ladder	1
Color Television	1
DVD Player	1
Metal Wardrobe/Locker	1
Fire Extinguisher	2

EXHIBIT C

HOLIDAY SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the *US Embassy Pristina, in year 2011*. Each year the Licensor will provide similar listing of holidays.

<u>DATE</u>	<u>Day</u>	<u>HOLIDAY</u>	<u>COUNTRY</u>
January 3	Monday (Observed)	New Year's Day	K
January 7	Friday	Christmas Day (Orthodox)	K
January 17	Monday	Martin Luther King Birthday	A
February 17	Thursday	Kosovo Independence Day	K
February 21	Monday	President's Day	A
April 11	Monday (Observed)	Kosovo Constitution Day	K
April 25	Monday (Observed)	Easter Monday (Catholic Orthodox)	K
May 2	Monday (Observed)	Labor Day	K
May 9	Monday	Europe Day	K
May 30	Monday	Memorial Day	A
July 4	Monday	Independence Day	A
August 30	Tuesday	Eid-Al-Fitr (Ramadan Bajram)	K
September 5	Monday	Labor Day	A
October 10	Monday	Columbus Day	A
November 7	Monday (Observed)	Eid-Al-Addha (Kurban Bajram)	K
November 11	Friday	Veteran's Day	A
November 24	Thursday	Thanksgiving Day	A
December 26	Monday (Observed)	Christmas Day	A/K

TENDER PREPARATION INSTRUCTIONS, EVALUATION OF TENDERS, AND AWARD SELECTION

I. INSTRUCTIONS ON TENDER PREPARATION

A. General Information. Submit the tender by e-mail to CAPE@state.gov. Please prepare in such format and detail as to enable the Licensor to make a thorough evaluation and clearly identify company name, manager, address and phone number. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements. Our e-mail box limits attachments to 20MB. Please plan accordingly.

B. Submission Deadline. Submit the complete tender by **August 23, 2011, at 17:00h.**

C. Contents of Tender. The first part of the tender will address general information about the person/firm submitting the tender, including experience and references. The second part of the tender will address the performance requirements, menu and prices. Address the following areas in the order shown below:

Part I - General Information

(a). Prior Quality of Service and Experience. List all contracts and Licensing Agreements your company has held over the past three years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, and any terminations and the reason for termination.

(b). Financial Capability. Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.

(c). Other General Company Information. Provide copies of recent health inspections. Proof of having paid bills at their restaurants and other buildings where they operate. Proof that company is paying taxes and is in conformance with all laws.

Part II – Performance Required

(a). Menu cycle and variety.

(1) State the length of your menu cycle and how often it changes throughout the year. We expect changes with the seasons of the year to meet customer needs and take advantage of food availability. Provide the complete menu cycle that you will implement, showing selling prices. Include your policy for featured specials, promotional events, and merchandising practices. Summarize the number of daily items under each food category, such as luncheon entrees, vegetables, salads, desserts, beverages, soups, bread

and rolls, breakfast items, sandwiches, specials, grill items, etc. Summarize the total number of different items in each category for the complete menu cycle.

(2) For purposes of putting together offers, the following historical information may be of use.

*Embassy surveys have indicated a preference for quick and light meals and snacks as:

Donuts & pastries

Omelets & Eggs

Toast/Bagels/Croissant

Pancakes

Coffee/Tea Cappuccino

Salad Bar

Fresh Fruit

Hot Dogs

Hamburgers (American-style, all-beef, no spices, patty on a bun with pickles)

Chips/Fries

Homemade Soups

Cold Deli Meat Sandwiches

Hot Roast Sandwiches

Grilled Sandwiches

Meatball Submarine Sandwiches

Fried/Roast Chicken

Fresh Fish

Chili

Veggie/Meat Pies

Picnic Foods

Pasta

Mixed Grills

Cookies & Cakes

Ice Cream

Candies

* Consistently, the Salad Bar is a primary item wanted in the Cafeteria.

* Establishing a menu line directed toward traditional American and Kosovo dishes and priced as low as possible may increase the number of patrons in the cafeteria.

(b). Menu portion, prices and standard unit measurement price. State your pricing policies and procedures for establishing portion sizes and prices. Provide a complete menu price and portion book.

(c). Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.

(d). Licensee's Maintenance, Use and Inventory Programs. Discuss use and inventory programs for all equipment and supplies used in performance of the Agreement. A

preventative maintenance program shall include repairs, replacement, and other capital rehabilitation work.

D. Additional Procedures

(1). Amendment of Invitation to Tender. If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.

(2). Media of Tenders. Telegraphic and facsimile tenders are not acceptable. After receipt of tenders, negotiations may be held. Additionally, individuals/companies submitting tenders may be requested to provide an oral presentation or even food/beverage samples.

(3). Timeliness of Tenders. Tenders must be received at the place designated for receipt of tenders, not later than the time and date specified in this Invitation to Tender. No tender received after the due date and time will be considered.

E. Site Visit and Conference. The USEP will arrange for a site visit and conference on ***Tuesday, August 16, 2011 at 17:00h***. Interested parties should register by ***Friday, August 12th at 12:00h*** by sending an e-mail to CAPE@state.gov with subject line “Registration for Site Visit.” Please include the full name and Kosovo ID# of the representative who will attend so that we can register you for admission at our front gate. The conference is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and the site visit will allow interested parties to view the area in which the cafeteria operations will take place. Interested parties are urged to submit written questions using the address provided in the cover letter to this Invitation to Tender at least two days before the date of the conference.

II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., “Instructions on Tender Preparation - Contents of Tender”.

B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. The USEP may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.